

City of Gaithersburg
Department of Parks and Recreation
506 S. Frederick Ave.
Gaithersburg, MD 20877
301-258-6350 FAX # 301-948-8364



Montgomery County Fairgrounds
16 Chestnut Street - Bldg. #2
Gaithersburg, MD 20877
9 a.m. - 1 p.m.

**SPRING
2004 INDOOR FLEA MARKETS
APPLICATION**

Please P-R-I-N-T
Name _____

Address _____ City Resident ☐ Nonresident ☐

City/State/ _____ Zip _____

Home Phone ____ / ____ - ____ Work Phone ____ / ____ - ____ Fax ____ / ____ - ____

Maryland State Tax # _____ (it is the vendor's responsibility to collect tax) If you do not have a tax number a temporary number will be provided by the state.

Description of items to be sold: ☐ Used ☐ New **CAR SEATS MAY NOT BE SOLD!**
☐ household items ☐ crafts ☐ antiques/collectibles ☐ new merchandise ☐ other

If new or other merchandise, please describe in detail:

REGISTRATION NOW IN PROGRESS

**** Please circle event****

Saturday - March 20, 2004 Flea Market
Saturday - April 17, 2004 Flea Market

Make checks payable to : *City of Gaithersburg*

CITY RESIDENT
\$15 Used
\$20 New

NONRESIDENT
\$20 Used
\$25 New

The City of Gaithersburg is committed to making reasonable accommodations as required by the Americans with Disabilities Act. Please indicate what accommodations are needed

In registering for the City of Gaithersburg Indoor Flea Markets, I agree to comply with all guidelines, rules, regulations, times etc., as set forth in the published fact sheet.

Signature _____ Date _____

Amount paid \$ _____ Cash Check# _____
VISA/MC _____ Exp. ____ / ____
Print Name _____
Signature (name on card) _____

Office Use Only:

Mar. 20 #11085
April 17 #11086

Rec'd _____ WPMF
Resident: Y N Pr: _____ RW # _____

FACT SHEET IN WORD
S/SPEC EVENTS/SARAH/
FLEA MARKETS/FACT
SHEET

VENDOR CONTRACT AGREEMENT

This agreement ("Agreement") is entered into between _____
("Vendor") and the City of Gaithersburg ("City"), relating to the Gaithersburg Outdoor Flea Market
("Flea Market").

Exhibitor has read, understands and accepts the terms of the Vendor Contract. If any of the terms, conditions or provisions of this Contract are deemed unenforceable, the remaining terms, conditions or provisions shall not be affected. This Contract shall be governed by all applicable Federal, State, County and laws of the City of Gaithersburg.

Furthermore, the vendor agrees to be on site from 8 a.m. - 1 p.m. the day of the Flea Market. Vendor certifies that all information stated on the registration/application is true and agrees to be in compliance with the guidelines set forth in the Vendor Contract.

This Agreement shall be effective when executed by both parties hereto. **AGREEMENT IS VALID FOR THE 1998 OUTDOOR FLEA MARKETS.**

Date

Vendor

Date

City of Gaithersburg

by: Sarah Ward
Recreation Supervisor

*** All fees shall accompany this signed agreement and a completed registration form. Please mail to:

OUTDOOR FLEA MARKET
506 S. FREDERICK AVE.
GAITHERSBURG, MD 20877

FLEA MARKET VENDOR CONTRACT

1. Flea Market

Vendors acknowledge that the City will hold its Flea Market, the second Saturday of each month, May through October, from 8 a.m. - 1 p.m., unless otherwise indicated in the published fact sheet. Vendors further acknowledge that the Flea Market is an outdoor event that will take place at the City Hall 31 S. Summit Ave. in Olde Towne, Gaithersburg and is attended by a large and diverse crowd.

2. Registration

A completed registration form, appropriate fee(s), and a signed vendor contract agreement must be returned to the Parks and Recreation office. Registration for City Residents begins March 18 and Nonresident registration begins March 25. No more than two (2) spaces per month may be registered for by an individual, family and/or organization.

Registration will be open to all on a first come, first serve basis. The Registration deadline will be one (1) week prior to any Flea Market or until all spaces are filled.

3. Space Assignment(s)

Vendors will be assigned to one (1) or two (2) spaces, as indicated by payment and noted on the registration form. Each space rented and assigned by the execution of this Agreement will be the **approximately 9' x 16'**. All vehicles be cleared from the parking lot by **7:30 a.m.**

Upon approval of the vendor application, confirmation of participation will be mailed approximately one (1) week before the requested Flea Market date. Space assignment(s) will be made by the Recreation Supervisor the morning of the event.

4. Vending / Selling

Vendors agree to sell items only from their assigned space(s). A limited number of applications for selling "New" items will be accepted for each Flea Market. New refers to items that have never been used and/or items solicited by a commercial business (World Books, Tupperware, Mary Kay etc.). At least ten (10) spaces monthly will be reserved for Vendors selling "New" merchandise. It will be at the discretion of the Recreation Coordinator in which category of vending a participant is listed.

5. Fees for Space

For the use of the space(s), Vendors shall pay (per space) to the City of Gaithersburg the following:

City Resident.....	Used Items	\$15
	New Items	\$30
Nonresident.....	Used Items	\$20
	New Items	\$40
Food Vendor:		
	City Resident	\$35
	Nonresident	\$45

A signed contract agreement, registration form, and fee must be submitted to:

Outdoor Flea Markets
506 S. Frederick Avenue
Gaithersburg, MD 20877

Incomplete applications will be returned.

6. Refund of Charges

This is a rain or shine event. NO REFUNDS!!

7. Set-Up

Vendors must report to the Flea Market between 6 - 7 a.m. via Rt. 355 and South Summit Ave. and enter by City Hall driveway and must check in with a City Staff person. A confirmation letter will be set confirming your participation and your arrival time. You may come later than but no earlier than your assigned time. You will receive your space assignment when you check in with City Staff. Each space will be approximately 9' x 16'. If vendors have not checked in with a City Staff person by 7 a.m., they will forfeit their space(s) and no refund will be given. The City Staff reserves the right to reassign those spaces to individuals waiting to participate.

Vendors can not park their vehicle in their assigned space(s). It will be your responsibility to park your vehicle in the new Commuter Parking lot on Cedar Ave. or anywhere where parking is available

Absolutely no vehicles will be allowed in or out of the Flea Market after 7:30 a.m., without the City's authority. This restriction will be enforced by the City Staff.

Vendors agrees that their set-up will be within the specified space boundaries and that their display merchandise etc. will not obstruct, block or interfere with neighboring vendors. Vendors agree to provide their own tables, chairs etc. and to display items appropriately within the assigned space(s). The City reserves the right to restrict or prohibit the sale and display of any item(s) deemed inappropriate. Vendors' booths must be operational from 8 a.m. - 1 p.m.

8. Take-down / Clean-up

Vendors agree not to pack up items or dismantle display until 1 p.m. Vendors agree to leave their spaces free of trash. All trash (unwanted items) is to be placed in the dumpster provided, located at the far end of the Flea Market lot. **Vehicles will be permitted back into the lot at approximately 1:30 p.m. or when staff gives the okay.**

Vendors agree to vacate the premises by 3 p.m. Strict adherence to this time will be enforced.

9. Rain Policy

This is a rain or shine event. Vendors should come prepared for inclement weather. The City will not cancel the Flea Market, unless the weather is such that it will be impossible to have the event. If the weather is at all questionable, it is the vendor's responsibility to call the City's Special Events Line to find out the program's status. That phone number is: 301-258-6350 extension 129 to obtain the needed information.

10. Assignments and Use by Others

Vendors shall not assign this Agreement or permit any other person to use their space(s) unless that person's name appears on this Agreement and is approved by the City. Vendors agree not to sublet assigned spaces in whole or in part, with or without fee; the City will not honor any attempted subletting in violation of this Agreement.

11. Food Vendors

Vendors must provide trash receptacles at their booths for customer use. Vendors must have and display a current Health Department permit. The phone number for the Dept. of Health, Division of Licensure & Regulatory Services is 301-217-7272. All vendors must preregister.

12. Other Restrictions

Vendors agree to have no pets, alcohol or illegal substances within the Flea Market boundaries at any time.

13. Precautionary Measures

Vendors agree not to hold the City, or its employees responsible, if they do not make a profit. It is also understood that the City will not be responsible for theft or damage to any items or displays. Vendors agree to take full responsibility for the protection of their property in the event of adverse weather conditions.

14. Liability of Vendor

Vendors shall not bring, nor allow any article to be brought onto, nor commit any act themselves, done by their agents or representatives on the Site which will injure, mar, or deface any part of the Flea Market site.

Vendors assume all responsibility for any loss, damage, claim or other injury to the City or to third parties resulting from use of the Site by Vendors, or by reason of vendors, their employees, agents, representatives or by any item located within the space(s) registered in the Vendors' names, for the period during which the Vendors occupy the space(s), and shall indemnify and hold harmless the City, its employees, agents and representatives from any and all such loss, damage, claim, injury or other expense relating thereto. City, its employees, agents and representatives shall not be responsible for any loss, damage, claim or other injury to the Vendors, their employees, agents, representatives, or to any of the items, materials, goods or other property of the same, whether caused by fire, theft, act of God, accident, or any cause whatsoever, for the period during which the Vendors use the space(s), and shall indemnify and hold harmless the City, its employees, agents and representatives from any and all such loss, damage, claim, injury or

other expense relating thereto.

15. Default

Violation of any part of this Agreement or of the City prospectus shall, at the election of the City, result in the revocation and forfeiture of all rights and privileges, present and/or future, granted by the City to the Vendors, and in the event of such breach by the Vendors and election by the City, all sums paid by Vendors to the City shall be forfeited to the City as liquidated damages. The City reserves the right to inspect all booths/tables etc. on the day of the Flea Market. Furthermore, the City reserves the right to require the withdrawal of any items or items from display which, in the opinion of the City, is deemed inappropriate, not in compliance with the Resolution R-30-92, the Flea Market Fact Sheet, the Registration Form, or Vendors Contract. Violation of any part of this contract, Resolution, Flea Market Fact Sheet will result in revocation of Vendors participation in City sponsored events. Resolution R-30-92 available upon request.





1998 Gaithersburg Flea Markets

Thank you for applying to the 1998 Gaithersburg Flea Markets. Please be advised that many changes have been made in the program, including time and location. As a vendor, it is your responsibility to read the application and contract carefully before you sign the vendor contract. If you have questions after you have read all the information please call me at 301-258-6350 x 129

Sarah Ward
Recreation Supervisor